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5 BILL NO. S-76-09-14

6 SPECIAL ORDINANCE NO. S-156-76

7 AN ORDINANCE approving a contract
8 with N.G. Gilbert Corporation, for
9 installation of street lighting with
underground wiring in the East
Central Neighborhood Impact Area.

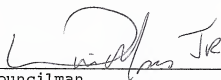
10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
11 FORT WAYNE, INDIANA:

12 SECTION 1. That the contract dated September 3,
13 1976, between the City of Fort Wayne, by and through its Mayor
14 and the Board of Public Works and N.G. Gilbert Corporation, for:

15
16 Installation of street lighting with underground
17 wiring in the East Central Neighborhood Impact
Area,

18 in the amount of \$7390.00 which shall be paid by Community
19 Development & Planning Funds, all as more particularly set
20 forth in said contract which is on file in the Office of the
21 Board of Public Works and is by reference incorporated herein,
22 made a part hereof and is hereby in all things ratified,
23 confirmed and approved.

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25 SECTION 2. This Ordinance shall be in full force
26 and effect from and after its passage and approval by the Mayor.

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Councilman

APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Mrs. [Signature], seconded by [Signature], and duly adopted: read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 9-14-76

[Signature]
CITY CLERK

Read the third time in full and on motion by Mrs. [Signature], seconded by [Signature], and duly adopted, placed on its passage. Passed (last) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-VOTE
TOTAL VOTES	<u>8</u>	<u>0</u>	<u>0</u>	<u>1</u>	
BURNS	<u>X</u>				
HUIGA	<u>X</u>				
HUNTER	<u>X</u>				
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER				<u>X</u>	
TALARICO	<u>X</u>				

DATE: 9-28-76

[Signature]
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 2-156-76 on the 28th day of Sept., 1976.

WITNESSES: (SEAL)

[Signature]
CITY CLERK

[Signature]
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of September, 1976, at the hour of 11:00 o'clock A. M. E.S.T.

[Signature]
CITY CLERK

Approved and signed by me this 1st day of October, 1976, at the hour of 8:00 o'clock A. M. E.S.T.

[Signature]

Bill No. S-76-09-14

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with N. G. Gilbert Corporation, for installation of
street lighting with underground wiring in the East Central Neighborhood
Impact Area

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

William T. Hinga

Donald J. Schmidt

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

DATE 9-28-76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

BID ANALYSIS SHEET

PROJECT EAST CENTRAL NEIGHBORHOOD

OFFICE OF CITY ENGINEER

DATE 7/21/76

RES. NO.

114-76

MATERIAL

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	N. G. Gilbert Corp.		E.L.C. Contractors		T & F. Construction		Schmidt Electric, Inc.	
STREETS	ALLEYS	SIDEWALKS			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
QUAN	UNIT	MATERIAL			BID	BID	BID	BID	BID	BID	BID	BID
28	Ea.	16' Aluminum Pole	30.00	840.00	42.80	1,198.40	30.00	840.00	54.60	1,528.80	36.50	1,022.00
28	Ea.	100 W. Sodium T&C Luminaire & Lamp	12.00	336.00	18.80	526.40	14.00	392.00	17.00	476.00	12.25	343.00
3	Ea.	150 W Sodium Enclosed on Mast Arm	18.50	55.50	18.80	56.40	14.00	42.00	17.00	51.00	35.00	105.00
1	Ea.	Transfer Alley Light	50.00	50.00	24.15	24.15	22.00	22.00	25.50	25.50	28.00	28.00
1	Ea.	Install 30' Mast Arm on Wood Pole	25.00	25.00	32.15	32.15	18.00	18.00	51.00	51.00	25.00	25.00
15	Ea.	Remove mast arm including fixture	24.00	360.00	19.60	294.00	18.00	270.00	20.40	306.00	21.10	316.50
15	Ea.	Remove Duplex (one span of wire)	18.00	270.00	11.00	165.00	10.00	150.00	15.30	229.50	20.00	300.00
3395'	Ft.	Install 2/C #4 in trench	.25	848.75	.06	203.70	.30	1,018.50	.28	950.60	.38	1,290.10
2040	Ft.	Underground trench in earth	.80	1,632.00	.74	1,509.60	.60	1,224.00	1.19	2,427.60	.70	1,428.00
300	Sq. Ft.	Remove & Replace sidewalk	2.00	600.00	1.85	555.00	3.00	900.00	2.20	660.00	1.90	570.00
175	Ft.	Push conduit (1½") 1 Ft. to 20 feet under sidewalks, trees, driveways & alley approaches	2.85	498.75	2.75	481.25	2.00	350.00	2.60	455.00	7.70	1,347.50
470	Ft.	Push conduit (1½") 21 feet & over under streets	3.60	1,692.00	3.35	1,574.50	2.50	1,175.00	3.20	1,504.00	3.50	1,645.00
7	Ea.	Remove existing wood pole	33.00	231.00	24.75	173.25	17.00	119.00	35.70	249.90	78.00	546.00
4	Ea.	30 AMP Relay	50.00	200.00	18.35	73.40	20.00	80.00	25.50	102.00	30.00	120.00
4	Ea.	Riser	55.00	220.00	38.90	155.60	20.00	80.00	42.50	170.00	50.00	200.00
2040	Ft.	Fine grading, top soil, Grass seed	.20	408.00	.18	367.20	.40	816.00	.17	346.80	.30	612.00
		CONTRACTOR'S BID		8,267.00		7,390.00		7,496.50		9,533.70		9,898.10

PROJECT

ATE 7/21/76

RES. NO. 114-76

MATERIAL

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

[illegible]

63-268-13

9/3/76

CONTRACT

STATE OF INDIANA)
COUNTY OF ALLEN) ss

THIS AGREEMENT AND INDENTURE made and entered into this,
the 3rd day of September 1976, by and between:
The City of Fort Wayne

The party of the first part, termed in this agreement and the
Contract Documents as the "Purchaser," and

N. G. GILBERT CORPORATION

The part of the second part, termed in this agreement and the
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore
caused to be prepared certain contract documents for furnish-
ing labor and equipment and performing work therein fully des-
cribed, and the Contractor did, on the 21st day of July,
file with the Board of Public Works, a copy of said contract
documents, together with his offer and terms therein fully
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully
describe the terms and conditions upon which the Contractor is
willing to furnish the labor and equipment and perform the work
called for by the said contract documents and in the manner and
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as
aforesaid be attached hereto and that the same do in all par-
ticulars become the agreement and contract between the parties
hereto in all matters and things set forth therein and described,
and further, that both parties hereby accept and agree to the
terms and conditions of said contract documents so filed, for the
following:

installation of street lighting with underground wiring in the
East Central Neighborhood Impact Area for the bid of \$7,390.00.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haec verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Ursula Miller
ATTEST: Clerk

Robert E. Armstrong
MAYOR

BOARD OF PUBLIC WORKS

Henry P. Weinberg
E. O. H. F. O. R.
May G. Scott

SEP 3 1976

CONTRACTOR: N. G. GILBERT

CORPORATION

BY: W. Miller

R. F. Uher, Vice-President

Approved in Form & Legality

By:

Henry P. Weinberg
Associate City Attorney

AIA DOCUMENT A311 • PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND • AIA ©
FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D. C. 20006

This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS: that

N. G. Gilbert Corporation

P. O. Box 1032 Muncie, Indiana

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, OHIO FARMERS INSURANCE COMPANY,

Westfield Center, Ohio 44251

as Surety, hereinafter called Surety, are held and firmly bound unto City of Ft. Wayne, Indiana

(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Seven Thousand Three Hundred Ninety----- Dollars (\$7,390.00),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated July 30, 1974, entered into a contract with Owner for

Resolution no. 114-79 streetlighting project

in accordance with Drawings and Specifications prepared by City of Ft. Wayne, Indiana

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the

amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

30th day of

July

1976

M. Elkins
(Witness)

[Signature]
(Principal)

(Seal)

President

(Title)

Edward M. Brown
(Witness)

Ohio Farmers Insurance Company
(Surety)

Paul A. Jones

(Title)

OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio

CERTIFIED COPY OF POWER OF ATTORNEY

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in LeRoy, Medina County, Ohio, does by these presents make, constitute and appoint Hayes L. Potter, Paul A. Lohse, Edward M. Brown and Theodore Kortz, jointly or severally

of Et. Wayne and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of surety

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting held on the 3rd day of July, 1971:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 6th day of April A.D., 1971

OHIO FARMERS INSURANCE COMPANY

By R. M. McGhee
Vice President

State of Ohio }
County of Medina } ss.:

On this 6th day of April A.D., 1971, before me personally came R. M. McGhee to me known, who, being by me duly sworn, did depose and say, that he resides in LeRoy, Ohio; that he is Vice President of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{
Notarial
Seal
Affixed

Miriam Oller
My Commission Expires August 9, 1973 Notary Public

CERTIFICATE

State of Ohio }
County of Medina } ss.:

I, M. L. Schamp Corporate Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of Attorney, executed by said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at LeRoy, Ohio, this 30th day of JULY A.D., 1976

M. L. Schamp, Corporate Secretary

3329
TITLE OF ORDINANCE SPECIAL ORDINANCE - Lighting Contract - East Central Impact Area

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract for the lighting of the East Central Impact Area

8-76-09-14
has been awarded to N.G. Gilbert Corporation in amount of \$7,390.00. Area covered is-
Summit Street from Ohio to eastern terminus - Ohio Street from Lewis Street to Jefferson -
McCulloch Street from Lewis Street to Jefferson and Lillie Street from Lewis to Jefferson.
The \$7,390.00 covers installation only. Materials, engineering, inspection and advertising
furnished by the City amount to \$10,874.70, making total project cost \$18,264.70.

(PRIOR APPROVAL AND BID TABULATION ATTACHED)

EFFECT OF PASSAGE Lighting of East Central Impact Area according to plans
established by Community Development and Planning Department.

EFFECT OF NON-PASSAGE PRIOR APPROVAL RECEIVED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Total cost to be paid from
Community Development & Planning Funds.

ASSIGNED TO COMMITTEE Public Wks / Jthm